

Staff Summary Report



Council Meeting Date: 03/20/08

Agenda Item Number: _____

SUBJECT: Request approval of a professional services design contract with Engberg Anderson, Inc. for the Tempe Public Library Renovation.

DOCUMENT NAME: 20080320PWDR05 LIBRARY – 3500 S RURAL RD (0902-12)
PROJECT NO. 6702491

SUPPORTING DOCS: Yes

COMMENTS: Professional services design contract in an amount not to exceed \$830,140 with Engberg Anderson, Inc., subject to execution of the final written contract.

PREPARED BY: DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

APPROVED BY: GLENN KEPHART, PUBLIC WORKS MANAGER (x8205)

LEGAL REVIEW AS TO FORM: TERESA VOSS, ASSISTANT CITY ATTORNEY (x8814)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6702491.

RECOMMENDATION: Approve contract and authorize the Mayor to sign all necessary documents for the contract together with any required addenda.

ADDITIONAL INFO: The scope of work for this project is to renovate the two main floors of the Tempe Public Library; minor renovations to the top floor will be considered if budget is available. Renovations are expected to be interior only and will include new carpeting, signage, and furnishings; self-service check-out/check-in; centralized circulation and reference services; the addition of teen space and upgrades to the children's area; technology upgrades to computer systems; upgrades to meeting facilities; lighting improvements throughout; and the HVAC systems will be evaluated for upgrades.

The design fee was negotiated by staff and is considered reasonable for the scope of services. Engberg Anderson, Inc. was selected by a review committee as the most qualified firm for these services, using a qualification based selection process consistent with Arizona Revised Statutes.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR ARCHITECTURAL SERVICES

THIS CONTRACT is made and entered into on the 20th day of March, 2008, by and between the City of Tempe, hereinafter called CITY, and ENGBERG ANDERSON, INC., hereinafter called the CONSULTANT.

The CITY engages the CONSULTANT to perform professional services for a project known and described as TEMPE PUBLIC LIBRARY RENOVATION, Project No. 6702491, hereinafter called the "Project".

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- A. The CONSULTANT shall provide design services, as described in Exhibit "A" attached.
- B. The CONSULTANT has assigned William Williams as the Project Manager for this Contract. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to the City for approval.
- C. The CONSULTANT shall prepare and submit a detailed opinion of probable cost of the project.
- D. The CONSULTANT shall follow and comply with the Public Improvement Project Guide as directed by the CITY.
- E. The CONSULTANT shall design the project within the allotted budget of 8,000,000.00. Sufficient alternatives shall be included in the bid package to allow the CITY to construct the facilities.
- F. The CONSULTANT shall be responsible to redesign the project at no additional cost to the CITY if required to build within the CONTRACT specified budget.

- G. The CONSULTANT shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Standard Specification and Details as amended by the CITY. All plans shall be prepared on CAD as required by the CITY. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- H. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

SECTION II - PERIOD OF SERVICE

The CONSULTANT shall complete all services within 1,000 calendar days of the "Notice to Proceed" date. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the CITY and the CONSULTANT.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is payment by installments. Total compensation for the services performed shall be the sum of \$830,140.00, unless otherwise authorized by the CITY. This fee includes the sum of \$343,504.00 for design services; an amount not to exceed \$127,636.00 based on hourly rates established in Exhibit "A" for post design services; an allowance of \$327,000.00 for sub-consultant fees; and an allowance of \$32,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT subject to the following limitations:
 - 1. Prior to approval of the Program Phase, payments to the CONSULTANT shall not exceed 15% of the contract amount.
 - 2. Prior to approval of the Schematic Design Phase, payments to the CONSULTANT shall not exceed 30% of the contract amount.
 - 3. Prior to approval of the Design Development Phase, payments to the CONSULTANT shall not exceed 45% of the contract amount.
 - 4. Prior to approval of the Construction Documents, payments to the CONSULTANT shall not exceed 60% of the contract amount.

5. Prior to completion of the Construction Phase, payments to the CONSULTANT shall not exceed 90% of the contract amount.
 6. Payments for reimbursable expenses shall be made during all phases based on actual expenses.
- C. The CITY at its discretion may, by written notification, waive the above limitations.
 - D. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or it's sub-consultant(s).
- C. The CITY reserves the right to conduct an independent value engineering review of the project.
- D. The CITY may retain a consulting firm to prepare an estimate of construction costs. The CITY may choose not to bid the project until the architect's estimate and the consulting firm's estimate are within a reasonable variance.
- E. Unless included in the CONSULTANT'S Scope of Work, the CITY shall furnish the CONSULTANT gratis, the following information or services for this Project:
 1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the CONSULTANT shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 2. Available CITY data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments to the end that the CITY may proceed with the right of way acquisition.

SECTION V - TERMINATION

The CITY, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at 2 E. Congress Street, Suite 400, Tucson, AZ 85701. This CONTRACT may be terminated pursuant to ARS Sec. 38-511.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and the CITY. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VI - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

Tempe Public Library Renovation
Project No. 6702491

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

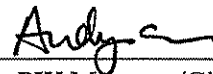
By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended By:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

CONSULTANT
Engberg Anderson, Inc.

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____,
Arizona

Date _____

**Tempe Public Library Renovations
Project No. 6702491**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2008.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2008.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.


Glenn Kephart, P.E.
Public Works Manager

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

SUPPLEMENTAL CONTRACT PROVISIONS

SECTION I - INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the CITY.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this CONTRACT, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this CONTRACT are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this CONTRACT, at the sole discretion of the CITY.
3. **Primary Coverage.** The CONSULTANT's insurance shall be primary insurance as respects the CITY and any insurance or self insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to it.
4. **Claim Reporting.** CONSULTANT shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the CITY.
5. **Waiver.** The policies for Workers' Compensation and General Liability shall contain a waiver of transfer rights of recovery (subrogation) against the CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

6. **Deductible/Retention.** The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the CITY under such policies. The CONSULTANT shall be solely responsible for deductible or self-insured retentions and the CITY may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. **Policies and Endorsements.** The CITY reserves the right to request and to receive, within 10 working days, information on any or all of the above policies or endorsements.
8. **Certificates of Insurance.** Prior to commencing services under this CONTRACT, CONSULTANT shall furnish the CITY with Certificates of Insurance, or formal endorsements as required by the CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this CONTRACT are in full force and effect. Such certificates shall identify this CONTRACT by referencing the project number and/or project name and shall provide for not less than thirty (30) days advance written notice by Certified Mail of cancellation or termination of insurance.
9. **Sub-Consultants/Contractors.** CONSULTANT shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case Services are sub-contracted, the CONSULTANT shall require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the CONSULTANT.

C. Automobile Liability

The CONSULTANT shall carry Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT Services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

D. Commercial General Liability

The CONSULTANT shall carry Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

E. Professional Liability

The CONSULTANT retained by the CITY to provide the engineering services required by the CONTRACT will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the CONSULTANT or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

F. Property Coverage – Valuable Papers

The CONSULTANT shall carry Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in the completion of this CONTRACT.

HEALTH INSURANCE REQUIREMENTS

All Consultants who enter into a Public Works contract in excess of \$30,000.00 with the City of Tempe, after January 1, 2001, must certify that they have, and all of their major sub-consultants will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Page AFF-1). Major sub-consultants are defined as entities doing work in excess of \$30,000.00 as determined at the start of each project. All required health insurance must be maintained during the entire time of the contract with the City.

Health insurance is required for all consultant and major sub-consultant employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with the City for a period of three (3) years from the execution of the contract.

All Consultants subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City at the Pre-construction Conference for Contractors and sent with the executed contract for Consultants.

SECTION II – WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

CONSULTANT shall ensure that all the results and proceeds of CONSULTANT'S work on any projects (and that of its agents, employees, officers, and contractors) shall be owned by the CITY, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, CONSULTANT shall be deemed hereby to have assigned to CITY all of its right, title and interest in such results and proceeds and content to CITY.

All work products (electronically or manually generated), including plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of the CITY and are to be delivered to the CITY on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the CONSULTANT. The CITY shall retain ownership of these original works. If approved in writing by the CITY, the CONSULTANT may retain the originals and supply the CITY with reproducible mylar copies of the work.

SECTION III - CONFLICT OF INTEREST

The CONSULTANT agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this CONTRACT. Further, the CONSULTANT agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONSULTANT gains such interest during the course of this CONTRACT.

If the CONSULTANT gains any financial or economic interest in the Project during the course of this CONTRACT, this may be grounds for terminating this CONTRACT at the sole discretion of the CITY.

The CONSULTANT shall not engage the services on this CONTRACT of any present or former CITY employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this CONTRACT.

The CONSULTANT agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

SECTION IV - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION V - INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the CONSULTANT, its agents, employees, or any other person (not the CITY) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the CONSULTANT may be legally liable in the performance of this contract. CONSULTANT'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by CONSULTANT or any employee of the CONSULTANT, or any other person (not the CITY) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

SECTION VI - DISPUTE RESOLUTION

In the event of a dispute concerning questions of fact that arise during the course of the CONTRACT, the parties will meet in good faith to attempt to resolve such questions.

SECTION VII - ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this CONTRACT shall not be performed by the CONSULTANT without prior written authorization from the CITY. Additional services, when authorized by an executed contract or an Amendment to this CONTRACT shall be compensated for by a fee mutually agreed upon between the CITY and the CONSULTANT.

SECTION VIII - SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION IX- SPECIAL PROVISIONS

The CONSULTANT shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and will not discriminate against any person on the basis of race, color, or national origin in the performance of this CONTRACT, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354.

The CONSULTANT further agrees to insert the foregoing provisions in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this CONTRACT.

This CONTRACT shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona, and when executed by the duly authorized CITY officials and the duly authorized agent of the CONSULTANT.

EXHIBIT A



Mr. Andy Goh, P.E.
Deputy Public Works Manager/City Engineer
Public Works Department - Engineering Division
31 East Fifth Street
Tempe, Arizona 85280

February 20, 2008

Re Architectural and Engineering Services Proposal
Tempe Public Library Renovation Project No. 6702491

Dear Mr. Goh,

Thank you for the opportunity to present the following proposal for the Tempe Public Library Renovation Project. The proposal is based on the information provided in the Request for Statement of Qualifications and our meeting of February 12, 2008, and describes our current understanding of the scope of services required and the associated fees necessary for performing these services.

Services included in our proposal include architectural and interior design, selection, specification and assistance in the procurement and installation coordination of FF&E, HVAC, plumbing, electrical engineering, independent cost estimating and A/V consulting (see attached Consultant Proposals). Overall data/telephone and other IT related design and procurement services will be provided by the Owner. We shall coordinate Owner provided services with those of the design team.

The scope of architectural design, interior design and cost estimating services is fairly well understood at this point, so the projected lump sum fees reflect this understanding. However, the scope of services for engineering and A/V consulting are less well understood. Therefore, our proposal includes lump sum amounts for Consultant scope development and not-to-exceed (NTE) fee allowances for their services to complete the design, documentation and construction of the project. When the scope of their services is agreed upon, these not-to-exceed fee allowances will then either remain as quoted with services billed hourly against the NTE fee or adjusted and converted to lump sum amounts.

SCOPE OF SERVICES

Task 1.0 Pre-Design

Subtask 1.1 - Program Development/Verification

- Confirm with Community Services Department and library staff overall project design goals as articulated in the Request for Statement of Qualifications.
- Assist Community Services Department and library staff in quantifying needs (including anticipated collection sizes, quantities and types of seating, sizes of special rooms or areas, etc.) as related to the overall design concepts as articulated in the Request for Statement of Qualifications.

TUCSON MILWAUKEE MADISON

Engberg Anderson, Inc.

2 East Congress Street, Suite 400

Tucson, Arizona 85701

Ph 520 247 9085 Fx 414 944 9100

www.engberganderson.com

ARCHITECTURE PLANNING INTERIOR DESIGN

MAW

Subtask 1.2 Data Collection

- Collect existing building plans and specifications.
- Collect data on size of existing collections
- Document existing building for location and quantity of FF&E and size and location of collections.

Subtask 1.3 Base Drawing Preparation

- Prepare electronic base plans
- Prepare existing FF&E location drawings

Subtask 1.4 Project Cost Breakdown Analysis

- With input from independent cost estimator, Community Services Department, library and City staff, develop itemized cost breakdown of the \$8,000,000 total project budget.
- The total project budget includes all project construction, construction related expenses, new or refurbished FF&E, cabling and A/V upgrades, RFID equipment, and all City and consulting fees and expenses including those of a CM@R.

Task 1.0 Deliverables

- Written Program Verification Document
- Electronic Base Drawings (Plans) of Existing Building
- Existing FF&E and Collections Layout Drawing
- Project Budget Analysis

Task 2.0 Schematic Design

Subtask 2.1 - Concept Development

- Preparation of multiple design concepts illustrating potential solutions for meeting the design goals agreed upon during the Pre-Design phase.

Subtask 2.1 - Design Workshops

- Up to five design workshops with project stakeholders to review and comment on proposed design concepts. Multiple stakeholder meetings can be sequentially scheduled for a single workshop.

Subtask 2.2 - Concept Refinement

- Based on input received from project stakeholders, design concepts will be refined. Additional graphic/technical development will occur throughout the duration of the phase with the goal of arriving at a single preferred design direction by completion of the phase.
- Identification of new and refurbished FF&E locations and quantities.
- Development of preliminary project phasing diagrams

Subtask 2.1 – Consulting Engineers Systems Analysis

- Review of existing building documentation.
- On-site inspection of existing building systems to note any current deficiencies.
- Meet with City Engineering staff and building maintenance staff to identify any known deficiencies and to discuss potential system upgrades.
- Prepare schematic design narrative describing known deficiencies, anticipated system upgrades and upgrades or alterations required by preferred design concept.
- Determine scope of A/V systems and prepare schematic design narrative describing design concept.

Subtask 2.1 – Cost Estimating

- Preparation of a schematic design level project cost estimate based on the preferred design direction, systems narrative, new and refurbished FF&E and project phasing diagrams.

Subtask 2.1 – Public Input

- It is anticipated that several public input sessions will be required. If such sessions are held on days of the Design Workshops, there shall be no request for addition compensation.

Subtask 2.1 – Formal Approval

- Attendance at one City Council sub-committee review and one City Council issue review session.

Task 2.0 Deliverables

- Illustrations of the approved design concept including plans, elevations and/or three-dimensional sketches
- Systems narrative
- Project Cost Estimate

Task 3.0 Design Development

Subtask 3.1 – Development of Design

- Detailed development of all architectural aspects of Owner approved design.
- Selection of FF&E and finish concepts.
- Document all decisions through the use of drawings and specifications illustrating the functional, technical and aesthetic requirements of the Project.

Subtask 3.1 – Owner Input Meetings

- Up to six single-day meetings to receive Owner input/review of technical and aesthetic issues for each programmatic area within the building.

Subtask 2.1 – Consulting Engineers Systems Analysis

- Engineering of building systems as required by Project scope as defined in Schematic Design.
- Development of single line engineering drawings and drafting of outline specification.
- Development of A/V systems.

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Subtask 2.1 – Cost Estimating and Value Engineering

- Preparation of a detailed cost estimate by an independent cost estimator.
- Review of CM@R cost estimate (if Owner contracts for this service as a part of Design Development).
- Review, comparison and reconciliation of cost estimates.
- If necessary, develop cost saving strategies through value engineering.

Subtask 2.1 – Formal Approval

- Attendance at one City Council sub-committee review and one City Council issue review session.

Task 3.0 Deliverables

- | | |
|--------------------------------------|-----------------------------------|
| • Lower Level Plan | • Single line Mechanical Plan |
| • First Floor Plan | • Mechanical Equipment Cut Sheets |
| • Second Floor Plan | • Plumbing Cut Sheets |
| • Longitudinal Building Sections (2) | • Fire Protection Narrative |
| • Transverse Building Sections (2) | • Power Plan |
| • Partial Building Sections (3-5) | • Lighting Plan |
| • Interior Elevations | • Systems Plan |
| • Wall Sections | • Electrical Cut Sheets |
| • Reflected Ceiling Plans | • A/V Specifications |
| • Finishes Plans | • Outline Specifications |
| • Equipment Plans | • Cost Estimate |
| • Furnishings Plans | |

Task 4.0 Construction Document Preparation

Subtask 4.1 – Construction Document Preparation

- The Architect shall set forth in detail the requirements for construction of the Project which shall include drawings, schedules and specifications that establish in detail the design intent, quality levels for construction, materials and systems required for the Project.
- Final selection of Project FF&E and finishes.
- The Architect shall coordinate documentation of the Architect, Interior Designer, Engineering and A/V consultants.
- The Architect shall coordinate specific Owner requirements with those of the Architect and the Architect's Consultants.
- The Architect shall cooperate in providing to the CM@R documentation necessary for the preparation of their GMP.
- The Architect, in consultation with the Owner, CM@R and Architect's Consultants, shall modify documentation as necessary to meet the project budget and provide a reasonable number of additive or deductive alternates.
- In consultation with the Owner, CM@R and Architect's Consultants, the Architect's documentation shall include phasing strategies that will allow for the library to remain in operation at its current location throughout the duration of the renovation.

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Subtask 4.2 - "Gray-beard" Review

- Prior to submitting the final construction documents to the Owner, the Architect shall conduct an independent in-house review of the documents utilizing the Owner's and the Architect's construction document checklist to verify accuracy and completeness of documents

Subtask 4.2 - Owner Review

- Four formal opportunities will be provided for the Owner to review and comment on the construction documents; at initiation of phase, 50% review, 90% review and prior to release for bidding, construction and permitting.

Task 4.0 Deliverables

- Complete set of drawings, schedules and specifications for the bidding and construction of the Project in the form required by the City of Tempe Public Works Department - Engineering Division.

Task 5.0 CM@R Contract Buy-out and Permitting Services

Subtask 5.1 - City of Tempe Plan Review and Building Permit

- Complete and submit the required City permit applications for approval.
- Revise and resubmit applications as required based on City review comments.

Subtask 5.1 - CM@R Contract Buy-out Services

- Provide written response to Contractor initiated questions.
- Provide supplemental information as may be required to clarify the intent of the Construction Documents in the form of addenda.

Task 5.0 Deliverables

- Written responses to Contractor initiated questions.
- Supplemental information in the form of addenda.

Task 6.0 Construction Services

Subtask 6.1 - Provision of Additional Information

- Respond to Owner/CM@R initiated RFI (Requests for Additional Information)
- Provide ASI (Architect's Supplemental Instructions) as necessary.
- Provide response to Owner/CM@R initiated Change Proposal Requests
- Review Change Orders upon request

Subtask 6.2 - Submittal Review

- Review of shop drawing and equipment/product submittals - limited to two reviews per submittal

Subtask 6.3 - Site Visits

- Perform monthly site visits to monitor the progress of construction and conformance to the contract documents.
- Document observations of site visit

main

February 20, 2008

Subtask 6.3 - Punch List Preparation

- At the completion of each phase of construction and in cooperation of the City, provide one site visit to review the completed construction and installation of those items within the contractual purview of the Architect.
- Provide written punch-list at the completion of each phase.

Subtask 6.3 - Project Close-out

- Review completeness of required Contractor warranty and product maintenance manuals.
- Maintain and submit to Owner current set of Record Drawings and Documents (not to be considered as-built documents).

Task 6.0 Deliverables

- RFI, ASI.
- Response to PR and CO.
- Punch-lists, by phase of work.
- Record Drawings and Documents.

FEES AND FEE ALLOWANCES

Fees will be as stated on the attached fee spreadsheet. Where the scope of the work is well understood, fees are identified as a lump sum. Where the scope of the work is yet to be determined, not-to-exceed (NTE) fee allowances are highlighted in yellow and *italicized*. At such time as the scope of these services is defined, the not-to-exceed fee allowances will either remain as quoted with services billed hourly against the NTE fee or adjusted and converted to lump sum amounts.

REIMBURSABLE EXPENSE ALLOWANCE

Reimbursable expenses will be in addition to the proposed lump sum fees. These expenses will include project related copy, printing, postage/shipping and electronic communication expenses. This amount will not exceed the amount itemized in the attached fee proposal and will be invoiced at our cost.

Sincerely,



William Williams, AIA, NCARB
Partner

WWW/www

Copied Joe Huberty, File

Attachments

MMW

EA, Inc. Fee Proposal

City of Tempe
 Tempe Public Library
 Design and Construction Services Fee
 February 20, 2008

Phase	Task	Principal \$138	Team Leader \$138	Architect \$97	Designer \$88	Production \$77	Interior Designer \$79	Admin \$66	Total Hours	Total Fee	Phase Total
1	Pre-Design Services										
	Programming - incl 3 meetings	60	8				16		84	\$10,617	
	Base Documents	20	8			40			68	\$6,930	
	Building Systems Review	12							12	\$1,650	
	Engberg Anderson	92	16	0	0	40	16	0	164	\$19,197	
	LP/GAS								lump sum	\$23,600	
	Sextant								lump sum	\$9,000	
	Abacus								lump sum	\$4,350	
	Phase Total									\$56,147	\$56,147

Phase	Task	Principal \$138	Team Leader \$138	Architect \$97	Designer \$88	Production \$77	Interior Designer \$79	Admin \$66	Total Hours	Total Fee	Phase Total
2	Schematic Design										
	Workshop 1 - Analysis, Issues, Goals & Priorities	24	4				8		36	\$4,484	
	Workshop 2 - Conceptual Options	40	4				40		84	\$9,218	
	Workshop 3 - Concept Testing	40	4				40		84	\$9,218	
	Workshop 4 - Conceptual Refinement	40	4				40		84	\$9,218	
	Workshop 5 - Estimates & Phasing	40	4				40	10	94	\$9,878	
	Engberg Anderson	184	20	0	0	0	168	10	382	\$42,016	
	LP/GAS								NTE allowance	\$34,800	
	Sextant								NTE allowance	\$19,000	
	Abacus								lump sum	\$7,500	
	Phase Total									\$103,316	\$103,316

MAN

City of Tempe
 Tempe Public Library
 Design and Construction Services Fee
 February 20, 2008

Phase	Task	Principal \$138	Team Leader \$138	Architect \$97	Designer \$88	Production \$77	Interior Designer \$79	Admin \$66	Total Hours	Total Fee	Phase Total
3	Design Development										
	Workshop 1 - Fixed Elements	60	8			20	20		108	\$12,474	
	Workshop 2 - Finish/Furnishings	60	8			20	80		168	\$17,226	
	Workshop 3 - Building Systems	60	8			40	100		208	\$20,350	
	Workshop 4 - Refined Finishes/Furnishings	60	8			40	80		188	\$18,766	
	Workshop 5 - Estimates & Phasing	60	8			30	40	10	148	\$15,488	
	Engberg Anderson	300	40	0	0	150	320	10	820	\$84,304	
	LP/GAS								NTE allowance	\$46,400	
	Sextant								NTE allowance	\$23,750	
	Abacus								lump sum	\$8,700	
	Phase Total									\$163,154	\$163,154

Phase	Task	Principal \$138	Team Leader \$138	Architect \$97	Designer \$88	Production \$77	Interior Designer \$79	Admin \$66	Total Hours	Total Fee	Phase Total
4	Construction Documents										
	50% Review Set	80	8	100		200	120		508	\$46,684	
	90% Review Set	80	8	100		200	120		508	\$46,684	
	Quality Control Sessions	80	16	30		40	30		196	\$21,560	
	Redmarks	80	16	40		40	20		196	\$21,736	
	Project Manual	80	16	60		30	60		246	\$26,070	
	Engberg Anderson	400	64	330	0	510	350	0	1654	\$162,734	
	LP/GAS								NTE allowance	\$104,400	
	Sextant								NTE allowance	\$33,250	
	Abacus								lump sum	\$8,200	
	Phase Total									\$308,584	\$308,584

MAL

City of Tempe
 Tempe Public Library
 Design and Construction Services Fee
 February 20, 2008

Phase	Task	Principal \$138	Team Leader \$138	Architect \$97	Designer \$88	Production \$77	Interior Designer \$79	Admin \$66	Total Hours	Total Fee	Phase Total
5	Bidding & Permitting										
	Bidders Questions	16	4	36			16		72	\$7,502	
	Documentation			12		30	16		58	\$4,739	
	Bid Review	16		8			8		32	\$3,608	
	Permitting	8	4	4			4		20	\$2,354	
	Engberg Anderson	40	8	60	0	30	44	0	182	\$18,203	
	LP/GAS								NTE allowance	\$11,600	
	Sextant								NTE allowance	\$9,500	
	Abacus									\$0	
	Phase Total									\$39,303	\$39,303

Phase	Task	Principal \$138	Team Leader \$138	Architect \$97	Designer \$88	Production \$77	Interior Designer \$79	Admin \$66	Total Hours	Total Fee	Phase Total
6	Construction Administration (Hourly Not to Exceed) (MALD)										
	Monthly Site Visits	144		72			64		280	\$31,838	
	Punchlists	64		16		40	64		184	\$18,498	
	Submittals	8		120			80		208	\$19,052	
	RFIs	8		100			40		148	\$13,948	
	Engberg Anderson	224	0	308	0	40	248	0	820	\$83,336	
	LP/GAS								NTE allowance	\$34,800	
	Sextant								NTE allowance	\$9,500	
	Abacus									\$0	
	Phase Total									\$127,636	\$127,636
	Labor Fee NTE Total (including allowances)									\$798,140	\$798,140

MAA

City of Tempe
Tempe Public Library
Design and Construction Services Fee
February 20, 2008

Reimbursable NTE Expense Allowance	
Copies and Printing	\$23,250
Postage and Shipping	\$7,500
Electronic Communications	\$1,250
Total NTE Expense Allowance	\$32,000

Total Fee	
Labor (excluding allowances)	\$471,140
Labor NTE Allowances	\$327,000
Expense NTE Allowance	\$32,000
Total NTE Contract Amount	\$830,140

MAN



February 20, 2008

Mr. Bill Williams
Engberg Anderson, Inc.
2 E. Congress, Suite 400
Tucson, AZ 85701

Subject: Tempe Library Renovation

Dear Bill:

Per your request, LP/GAS Engineering (LP/GAS) is pleased to provide this proposal for design services to Engberg Anderson, Inc. This proposal is for MEP and structural design services to renovate the existing library in Tempe, Arizona. As discussed, a formal proposal will be forthcoming.

It is our understanding that the project is to provide MEP and structural design services to renovate one floor of office and two floors of the library space consisting of about 40,000 square feet per floor. The project is to be conducted in two phases with Phase I consisting of evaluating the existing building systems and Phase II being the design and construction phases. We have assumed that a complete and accurate set of as-built construction drawings for the existing building is available and that no exterior modifications are included. Please see attachments A thru E for additional scope information.

For Phase I, LP/GAS proposes the following services to evaluate the existing HVAC, plumbing, fire protection, electrical and structural systems:

- o Perform site visits as required to verify and evaluate the condition of the existing systems.
- o Perform preliminary calculations as required to evaluate existing systems capabilities.
- o Compare existing system capabilities with current codes and accepted design practice.
- o Evaluate existing systems for recommended improvements or replacements.
- o Provide report with results of evaluation and recommendations.

For Phase I, LP/GAS proposes to provide the above services for the fixed fee amount of **\$23,600.00**. We also request an allowance of **\$4,000.00** be added for reimbursables.

For Phase II, LP/GAS estimates a range of fees from **\$105,000.00** to **\$232,000.00** dependent on the extent of renovation resulting from the Phase I evaluation. Actual fee will be determined

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after scope is finalized. Services for Phase II include services normally provided for schematic, design development, construction document, and construction administration phases.

Examples of items not included in the range of fees are LEED design services, commissioning services, estimate of probable costs, and as-built drawings.

Thank you for the opportunity to work with Engberg Anderson on this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Grothman".

Robert Grothman, PE
Principal

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Suite B-155
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ATTACHMENT A: ENGINEERING PROJECT MANAGEMENT

For this PROJECT, LP/GAS proposes to provide the following Basic Services:

This project consists of providing engineering PM services to remodel one floor of office and two floors of Library space at roughly 40,000 sq. ft. per floor. The project will be conducted in two phases with the phase I consisting of evaluating the existing building conditions, and phase II being the design phase.

Phase I and Phase II

Scope of Work:

1. Attend external coordination meetings with client in Phoenix with external and internal team members. We have included on average 6 hours per month for 12 month period.
2. Attend design team meetings between Engberg Anderson and LP/GAS Engineering. We have assumed on average 6 hours per month for 12 months.

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ATTACHMENT B: STRUCTURAL SERVICES

For this PROJECT, LP/GAS proposes to provide the following Basic Services:

This project consists of providing Structural engineering services to remodel one floor of office and two floors of Library space at roughly 40,000 sq. ft. per floor. The project will be conducted in two phases with the phase I consisting of evaluating the existing building conditions, and phase II being the design phase.

Phase I

Scope of Work:

1. Review existing documents to determine floor live and dead load capacities and understand general construction type.
2. Provide short report with findings.

Phase II

Phase II fees are divided into two ranges. The ranges are based on overall scope of work for each discipline. The Low Range fee is based on modifying the existing structural system to accommodate small architectural changes within the project. These changes may include but not be limited to the following:

- Structural modifications for entrance stair area.
- Structural modifications for new shafts
- Final specifications
- Final construction documents

The High Range fee is based on modifying the existing plumbing system to incorporate significant changes to the existing floor plan. These changes may include but not be limited to the following:

- Same as above.
- Structural reinforcement of new stack areas or high density storage.
- Structural reinforcement for new equipment.
- Final specifications
- Final construction documents

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ATTACHMENT C: PLUMBING

For this PROJECT, LP/GAS proposes to provide the following Basic Services:

This project consists of providing Plumbing engineering services to remodel one floor of office and two floors of Library space at roughly 40,000 sq. ft. per floor. The project will be conducted in two phases with the phase I consisting of evaluating the existing building conditions, and phase II being the design phase.

Phase I

Scope of Work:

1. Perform site visit to evaluate existing plumbing systems and future scope of work
2. Evaluate existing plumbing equipment
3. Provide report with recommendations

Phase II

Phase II fees are divided into two ranges. The ranges are based on overall scope of work for each discipline. The Low Range fee is based on modifying the existing plumbing system to accommodate small architectural changes within the project. These changes may include but not be limited to the following:

- Toilet room modification (ADA requirements)
- Additional sink locations
- Renovation of existing plumbing piping to accommodate architectural modifications
- Final specifications
- Final construction documents

The High Range fee is based on modifying the existing plumbing system to incorporate significant changes to the existing floor plan. These changes may include but not be limited to the following:

- Completely renovate the existing toilet rooms.
- Add additional toilet rooms
- Revise existing equipment.
- Additional sink locations
- Renovation of existing plumbing piping to accommodate architectural modifications
- Final specifications
- Final construction documents

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ATTACHMENT D: Mechanical Design Services

For this PROJECT, LP/GAS proposes to provide the following Basic Services:

This project consists of providing mechanical engineering services for an existing 3 story 120,000 sq. ft. office and library building. The space requiring renovation consists of the first and second floors and third floors which are 40,000 sq. ft. each. The project will be conducted in two phases with phase I consisting of an evaluation/study of the existing building mechanical systems, and phase II being the design/construction phase.

Phase I

Scope of Work:

1. Perform site visit to evaluate existing mechanical systems and conditions
2. Existing mechanical drawings are assumed to be available and are reasonable accurate
3. Perform preliminary HVAC calculations and evaluate existing mechanical systems capacities
4. Evaluate existing mechanical equipment and make recommendations for improvement
5. Evaluate possible use of energy recovery systems
6. Identify mechanical equipment and system ductwork & piping for replacement
7. Provide brief study/report with recommendations and options

Phase II

Schematic Design

1. Attend project design/coordination meetings/conference calls
2. Review of applicable building codes
3. Perform detailed HVAC calculations for remodeled areas
4. Preliminary mechanical equipment layout and systems distribution.
5. Establish design criteria for all spaces.
6. Determine HVAC zone control requirements.
7. Establish HVAC system upgrade requirements.
8. Evaluate and advise CLIENT on mechanical system options.

Design Development

1. Coordinate HVAC layout with other disciplines.
2. Determine location for duct shafts.
3. Determine size and location of any new switch gear equipment.
4. Preliminary HVAC layout for 1st, 2nd and 3rd floors.

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Preparation of Construction Documents

1. Perform HVAC calculations for building complex utilizing HVAC system design software.
2. Prepare floor plans and sections using latest version of Autocad.
3. Prepare equipment schedules.
4. Provide pertinent detail drawings for mechanical systems as required.
5. Draft technical specifications for mechanical equipment, materials, accessories, and controls.
6. Coordinate HVAC calculation submittal deliverable to governing bodies as required.
7. Provide professional registration stamp/seal for construction documents.

Construction Services

1. Respond to Contractor inquiries during bidding process and prepare addenda
2. Respond to Contractor Request For Information (RFI) during construction
3. Site visits and reports
 - a. (1) Construction inspection at 50 percent complete
 - b. (1) Construction punch-list at 100 percent complete
4. Review construction shop drawing submittals
5. Provide field observation report detailing the final construction inspection findings

Assumptions and Clarifications

Proposal fee is based upon providing the following assumptions:

1. Replacement of existing central heating and cooling units serving various proposed remodeled areas of the building. Remodel existing ductwork distribution systems and piping systems as required for the proposed remodeling.

Additional Services Offered Not Included in Proposal

The following is a list of services and fees we have not included in our proposal. We can submit a budget upon request by CLIENT.

1. Energy analysis of alternative mechanical system types
2. Mechanical system commissioning services (Basic)
3. Economic analysis of mechanical system performance
4. Utility rate study and effects of mechanical system efficiency
5. LEED® Design services
6. Estimates of probable construction costs
7. As built drawing preparation

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ATTACHMENT E: Electrical and Low Voltage Systems Design Services

For this PROJECT, LP/GAS proposes to provide the following Basic Services:

This project consists of providing electrical engineering services to renovate an existing 3 story 120,000 sq. ft. library and office building. The space requiring renovation consists of the first, second and third floors, which are each 40,000 sq. ft. The project will be conducted in two phases with the phase I consisting of evaluating the existing building conditions, and phase II being the design phase.

Phase I

Scope of Work:

1. Perform site visit to evaluate existing electrical systems and conditions
2. Evaluate existing electrical service for capacity to handle additional library electrical loads
3. Evaluate existing lighting and make recommendations for improvement
4. No site lighting
5. Identify electrical devices for demolition
6. Provide report with recommendations

Phase II

Schematic Design

1. Attend 3 internal project design/coordination meetings/conference calls
2. Review of 2006 International Building Code
3. Estimate load demand for new library
4. Upgrade existing electrical service to meet library electrical load needs
5. Preliminary electric service equipment layout and location.
6. Establish IESNA lighting design criteria and typical light fixtures for all spaces.
7. Determine lighting control systems requirements.
8. Establish fire alarm system upgrade requirements.
9. Evaluate and advise CLIENT on electrical system options and costs.

Design Development

1. Coordinate electrical service upgrade requirement with electric utility.
2. Determine location for fire alarm panel and annunciator.
3. Determine size and location of any new switch gear equipment.
4. Preliminary lighting layout for 1st, 2nd and 3rd floors.

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5. Preliminary receptacle layout for 1st, 2nd and 3rd floors.
6. Obtain manufacturers cut-sheets from owner on all mechanical and electrical equipment.
7. The start of construction design phase implies that the owner has approved all design changes up until this point and that any additional design changes will be an additional fee.

Construction Documents

1. Finalize location and size of power distribution equipment throughout building.
2. Circuit mechanical equipment, HVAC, lighting, receptacles and other electrical loads in building.
3. Design power to elevators and wiring for Fire Fighter Recall if required.
4. Design lighting controls.
5. Layout and circuit emergency lighting and exit signage.
6. Design fire alarm and emergency communications systems.
7. Complete power distribution, lighting, fire alarm system plans.
8. Complete specifications.
9. Coordination and make minor modifications to design to eliminate conflicts.

Construction Administration

1. Answer contractor's questions during bidding.
2. Provide addendum as required during bid process.
3. Review shop drawings.

Assumptions and Clarifications for Electrical Design

1. Client will provide manufacturer's cut-sheets for all electrical/mechanical equipment at the beginning of design and development phase.

TELECOMM/DATA, SECURITY, PUBLIC ADDRESS SYSTEM, CCTV, AUDIO/VISUAL SYSTEM, ROUGH-IN DESIGN SERVICES

For this PROJECT, GASAI proposes to provide the following low voltage design services:

Schematic Design

1. Code and/or standard compliance review.
2. Determine preliminary telecom room locations.
3. Evaluate and advise Owner on telecommunications system options.
4. Rough-in of devices for CCTV or other audio/visual system with owners input.
5. Rough-in of devices for security system devices as required.

Design Development

1. Preliminary CCTV outlet layout.
2. Preliminary telecom/data outlet layout.
3. Security system rough-ins based on plan provided by others.
4. Owner approves preliminary design.

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Construction Documents

1. Finalize layout of rough-in devices for data, security system and telephone outlets.
2. Finalize layout of rough-in devices for CCTV as required.
3. Complete specifications.

Construction Administration

1. Answer contractor's questions during bidding.
2. Provide addendum as required during bid process.
3. Review shop drawings.

ADDITIONAL SERVICES NOT INCLUDED IN PROPOSAL

At your written request, GASAI will provide the following Additional Services for additional compensation as detailed below:

1. Major design revisions after design development phase, this includes the following:
 - a. Equipment relocations
 - b. Revisions to capacity or number of major components
 - c. Computer room air conditioning systems
 - d. Contractor revisions due to value engineering
 - e. Contractor revisions due to redesign or submittal to state for review
 - f. Major architectural revisions to the floor plans or building spaces
2. Design building power monitoring system
3. Design building energy management system
4. Design administrative LAN/WAN
5. Design following systems: clock, or music systems
6. Major design revisions after schematic design phase, this includes the following:
 - a. Electrical system strategy changes
7. Major design revisions after design development phase, this includes the following:
 - a. Equipment relocations
 - b. Computer room UPS systems
8. As built drawings
9. Estimate of construction costs.

CLIENT PROVIDED SERVICES

For this PROJECT, it is our understanding CLIENT will provide the following services, items and/or information:

1. Provide by the start of design development phase, electrical requirements for each piece of equipment being provided by the Owner or specified by Architect including type of light fixtures. Electrical information required includes: voltage, phase, amperage or KVA, hard wired or plug in, is disconnect or starter provided with equipment, receptacle type if one is needed, and any special grounding requirements.

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Suite B-155
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T 480.285.3000
F 480.285.3100

A · B · A · C · U · S
PROJECT MANAGEMENT, INC.

February 15, 2008

Mr. Bill Williams, AIA NCARB
Partner
Engberg Anderson, Inc.
2 East Congress Street, Suite 400
Tucson, Arizona 85701

RE: CITY OF TEMPE PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION
Tempe Public Library Renovation
Cost Estimating Services

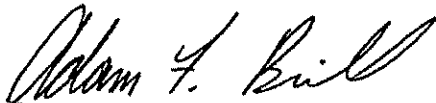
Dear Bill:

First of all, congratulations on securing this project with the City of Tempe! Pursuant to your request, ABACUS is pleased to provide your team this fee proposal to perform cost estimates, reconciliations and value engineering for the referenced project. Our scope is based upon the proposed scope of services that you and I discussed on the phone on February 14 and the improvements outlined in the original Request for Statement of Qualifications.

I trust this will provide you with the information you need at this time. Should you have any questions, do not hesitate to call. Thanks once again for the opportunity to propose on this project.

Sincerely,

ABACUS PROJECT MANAGEMENT, INC.



Adam Brill
Senior Project Manager

M: \WORD\OS\PROPOSALS\ENGBERG ANDERSON – TEMPE PUBLIC LIBRARY 2.15.08

ABACUS PROJECT MANAGEMENT, INC.
3030 N. Central Avenue • Suite 1207 • Phoenix, AZ 85012
602 • 265 • 6870 / FAX 602 • 265 • 9360
www.abacuspmm.com

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A · B · A · C · U · S
PROJECT MANAGEMENT, INC.

CITY OF TEMPE PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION
Tempe Public Library Renovation
FEE FOR ESTIMATING SERVICES

ABACUS PROJECT MANAGEMENT, INC.
2/15/08

PROJECT

The proposed project is a renovation of the existing Tempe Public Library (TPL) located at 3500 South Rural Road. The existing TPL consists of approximately 120,000 SF on 3 levels.

The project budget, including design, construction and equipment, is reportedly \$8M. Of that \$8M project budget, approximately \$5M is construction cost and \$1.2M is for F.F. & E. The contracting method is anticipated to CM@R.

ABACUS would be retained by the Architect of Record, Engberg Anderson, Inc., to perform cost estimating services for the schematic design, design development and 50% construction document phases. We are also including a fee to assist with the preparation of a preliminary cost model, and some value engineering assistance the Owner and Design Team between the schematic and design development phases.

APPROACH

Preliminary Cost Model:

Assist the Design Team and Owner with analyzing the overall project budget and arriving at an early understanding of all potential project / construction costs. This work could include a historical analysis of cost of similar projects. Any estimating work at this stage will be based upon historical unit costs. We would require five (5) to seven (7) business days to complete this effort.

Schematic Design Estimate:

Prepare cost estimates for the 100% Schematic Design Package. Based upon receipt of appropriate drawings and / or scope narratives, ABACUS would do a detailed quantity take-off and pricing for a schematic phase estimate. Based on the level of detail contained in the SD documents and narratives, a portion of this estimating effort may be accomplished utilizing historic cost information versus detailed quantity take-offs and unit prices. Estimate would be presented in an Elemental or CSI format inclusive of civil, architectural, structural, mechanical, plumbing and electrical components. We would require ten (10) business days from date of receiving required submittals to complete our effort. ABACUS has included fourteen (14) hours to assist the team during a Value Engineering session and make revisions to the SD cost estimate based upon those discussions.

Design Development Estimate:

Prepare a cost estimate for the 100% Design Development Package. Based upon receipt of appropriate drawings, ABACUS would do a detailed quantity take-off and pricing for a DD phase estimate. Estimate would be presented in an Elemental or CSI format inclusive of all civil, architectural, structural, mechanical, plumbing and electrical components. We would require ten (10) business days from date of receiving required submittals to complete our effort. ABACUS has included sixteen (16) hours to assist the team during a Value Engineering session and make revisions to the DD cost estimate based upon those discussions.

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Construction Document Estimates:

Prepare a cost estimate for the 50% Construction Document Package. Based upon receipt of appropriate drawings, ABACUS would do a detailed quantity take-off and pricing for a CD phase estimate. Estimate would be presented in an Elemental or CSI format inclusive of all civil, architectural, structural, mechanical, plumbing and electrical components. We would require ten (10) business days from date of receiving required submittals to complete our effort. ABACUS has included sixteen (16) hours to reconcile the estimate and to assist the team during a Value Engineering session and make revisions to the 50% CD cost estimate based upon those discussions.

Note: We have included what we would consider sufficient time, as listed above, for some detailed value engineering studies, reconciliations and revisions. Additional detailed studies, schemes, alternates, etc., if required, will be handled on an hourly or NTE basis.

Proposed Fee:

▪ Preliminary Cost Model	\$4,350.00
▪ Schematic Design – incl. 14 hrs. for V.E.	\$7,500.00
▪ Design Development – incl. 16 hrs. for V.E.	\$8,700.00
▪ Constr. Docs. (50%) – incl. 16 hrs. for V.E.	\$8,200.00
▪ Detailed Value Engineering/Cost Reduction Studies	Add. Service (other than listed above)
▪ Reconciliation of Estimates with Contractor	Add. Service
▪ Fees proposed are based upon estimating one scheme only	

Additional Services

Additional Services will be billed at the hourly rates:

• Director:	\$150.00
• Senior Cost Estimator:	\$136.00
• Cost Estimator:	\$120.00
• Admin:	\$56.00

Payment Due:

All payments will be due within 30 days of service.

Design Documents Required:

To perform this service we would require from the Design Team a design submittal package in accordance with AIA submittal guidelines. This would include three (3) sets of 24" x 36" drawings of sufficient detail to allow for us to properly understand the proposed scope of work and to accurately quantify and price. Failure to produce a complete set of documents for the respective design phases could prohibit our ability to produce an accurate estimate in the allotted period of time.

ACCEPTED BY: _____

DATE: _____

NAME & TITLE: _____

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February 15, 2008

Mr. Bill Williams, AIA, NCARB
Engberg Anderson
2 E. Congress St.
Tucson, Arizona 85701

RE: Tempe Public Library Renovation
Proposal for Technology Consulting Services



PHOENIX
ATLANTA
CINCINNATI
PITTSBURGH

Dear Bill,

The Sextant Group is pleased to submit this proposal for Technology Programming Services for the Tempe Public Library Renovation project.

A prudent initial assignment is to produce a Technology Program and Opinion of Probable Cost (OPC) for the audiovisual systems in the project. The result of this exercise will be a definition of the functional capabilities for the various audiovisual systems and establishment of an appropriate budget for the installed systems.

We propose the following scope of services:

- Meet on-site with the appropriate representatives from Tempe Public Library and Engberg Anderson to ascertain the audiovisual requirements for the project.
- Tour existing spaces as appropriate.
- Prepare and submit a Technology Program document, providing narrative descriptions of the functionality required for each space type and establishing an OPC for the installed systems.
- Meet on-site with Tempe Public Library and Engberg Anderson to review the Technology Program and OPC.
- Revise and submit the Technology Program and OPC based on feedback from Tempe Public Library and Engberg Anderson.
- Review the revised Technology Program via conference call if needed.

The fee for these proposed services is \$9,000.

Following this initial programming phase, we will submit a proposal to provide complete design services for the audiovisual aspects of the project.

This typically includes technology infrastructure design, technology system design and competitive bidding documents, bidding services and construction administration through punch listing. As you know, these subsequent design fees are typically off-set by the savings realized during competitive bidding of the equipment and installation by local technology contractors.

While we obviously don't know the project scope at this point, based on other similarly sized projects we can anticipate our complete design fee could be on the order of \$95,000.

We are exceptionally well suited to these tasks and I am confident that we will be a valuable asset to Tempe Public Library and Engberg Anderson.

If this is acceptable, please sign and date one copy of this letter and return it to my attention or submit a similar contract instrument. If you wish to discuss this further, please contact me at 480.831.8580.

THE SEXTANT GROUP INC.
AV + IT + ACOUSTICS
4450 SOUTH RURAL ROAD
SUITE E-224
TEMPE AZ 85282
V: 480.831.8580
F: 480.831.8585
www.TheSextantGroup.com

MAJ

February 15, 2008
Mr. Bill Williams
RE: Tempe Public Library Renovation



Thank you for your consideration, Howard. We look forward to a highly successful project together.

Sincerely,

Accepted by:

THE SEXTANT GROUP, INC.

Michael L. Shafer
Senior Consultant

Print name

Date

cc: file

DELIVERABLES

Our deliverables are planned as follows:

Phase	Deliverable
Planning and Programming	<ul style="list-style-type: none">+ On site interviews and research+ Technology Program consisting of:<ul style="list-style-type: none">+ Narrative Description of Functional Requirements+ Opinion of Probable Cost (OPC)+ On-site review of Technology Program and OPC+ One revision to the Technology Program and OPC

ANTICIPATED MEETING SCHEDULE

The following table describes the expected number of meetings.

Phase	Qty	Meeting Purpose
Programming	1	User interviews to ascertain functional requirements of audiovisual systems; tour facilities
Programming	1	Review of Technology Program
TOTAL:	2	